

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CARPENTERS HEALTH AND
SECURITY TRUST OF WESTERN
WASHINGTON, *et al.*,

Plaintiffs,

v.

DELTA INTERIORS LLP, *et al.*,

Defendants.

CASE NO. C18-1726-JCC

ORDER

This matter comes before the Court on Plaintiffs' motion for entry of default judgment (Dkt. No. 16). The Court has considered the motion and the relevant record and FINDS that:

1. Defendants Delta Interiors, LLP and Ignacio Mejia were properly served in this matter on or about March 6, 2019 (Dkt. Nos. 11, 12);
2. The Clerk entered an order of default against Defendants on May 14, 2019 (Dkt. No. 15);
3. Defendants have failed to appear or otherwise defend in this action; and
4. The factors set forth in *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th Cir. 1986) support granting default judgment in Plaintiffs' favor.

Accordingly, Plaintiffs' motion for entry of default judgment (Dkt. No. 16) is GRANTED in its entirety. The Court ORDERS as follows:

1 1. The Court FINDS that Defendant Delta Interiors is liable to Plaintiffs under the
2 provisions of the collective bargaining and trust agreements that govern the relationship in this
3 matter (*see* Dkt. No. 17);

4 2. The Court FINDS that Defendant Delta Interiors is liable to Plaintiffs for
5 \$11,275.46, consisting of \$9,581.43 in liquidated damages, for the period June 1, 2018 through
6 September 30, 2018, plus \$1,694.03 in accrued, prejudgment interest through May 13, 2019;

7 3. The Court FINDS that Defendant Delta Interiors is liable to Plaintiffs for \$5,783
8 in attorney fees under 29 U.S.C. § 1132(g)(2)(D), and \$1,880.90 in costs directly related to this
9 action;

10 4. The Court FINDS that Defendant Ignacio Mejia operated Defendant Delta
11 Interiors as a sole proprietorship, after September 11, 2017;

12 5. The Court FINDS that as a sole proprietor, Defendant Mejia has joint and several
13 liability to Plaintiffs for all amounts owed by Defendant Delta Interiors; and

14 6. This judgment shall bear interest at the 12 percent, per annum rate specified in the
15 applicable trust agreements from the date of this judgment until paid in full, as allowed under 29
16 U.S.C. § 1132(g)(2).

17 DATED this 25th day of June 2019.

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A handwritten signature in black ink, reading "John C. Coughenour", is written over a horizontal line.

John C. Coughenour
UNITED STATES DISTRICT JUDGE